

**Mandatory Reference:** 306  
**File Name:** 306254m1

## **PASA/RSSA Standard Provision**

### **1. Governing Principles**

#### **PASA/RSSA, 1. Governing Principles**

### **PASA/RSSA Standard Provisions**

#### **1. GOVERNING PRINCIPLES**

A. Participating Agency (PA) Selection - USAID looks to other PA's for technical assistance in their fields of competence only in cases where USAID direct-hire staff are not available and where the PA has unique or particularly suited resources available to carry out the technical assistance and can do so without unduly interfering with its domestic program.

B. Reimbursed Technical Assistance - Any technical assistance for which a PA is to be reimbursed must be authorized prior to the performance of the technical assistance by an agreement signed by the USAID agreement officer on PASA Form AID 2-2 or RSSA Form AID 240-1, regardless of whether it is for the long-term service of a team or short-term for an individual. This requirement is applicable to increments of new work for which funding is necessary. Continuation of services by a PA beyond the expiration date of the PASA/RSSA or incurrence of costs beyond available funds requires the prior specific authorization by the USAID agreement officer. Until such time as the PASA/RSSA is amended to provide additional funds, the PA is not authorized to expend funds in excess of the current obligation.

C. Authority to Execute PASA/RSSAs - USAID contracting officers (hereafter designated as agreement officers) have the authority to execute a PASA or RSSA and amendments thereto. When PASA/RSSA's are executed by USAID's Office of Procurement (MS/OP) and subsequently transferred to the field for administration, all responsibilities of the MS/OP agreement officer, as set forth in these Standard Provision, are transferred to the field agreement officer who is responsible for procurement in the Mission having responsibility of the requirement.

D. Responsibility for Project Performance - The PA assumes technical responsibility for project performance, including staffing, supervision,

backstopping, and reporting--subject to general guidance from USAID.

E. PA Personnel - PASA/RSSA personnel working for USAID remain on their parent-agency's employment rolls and position ceilings. The PA personnel utilized in the United States operate in accordance with the rules and regulations of their parent agency unless otherwise required by USAID legislation or regulations. When overseas, they are subject to USAID regulations and entitled, to the extent regulations permit, to the same support and privileges as USAID direct-hire staff.

F. Responsibility for Administrative Arrangements - The USAID Operations Manual for Participating Agencies, as set forth in USAID Handbook 12, Use of Federal Agencies, is applicable to PA employees serving under this agreement. Before the employee undertakes an overseas assignment, the PASA or RSSA employee's own agency is responsible for making the administrative arrangements required, including arranging all predeparture clearances (i.e. health (including medical waivers), security, language training and testing, orientation, etc.).

G. Official Communications with the field on technical matters are the responsibility of the USAID project officer if the PASA is being administered in Washington. The project officer will obtain appropriate clearances and authorize transmission. Messages pertaining to staffing and budgetary matters should be cleared with the agreement officer and the project office prior to transmission.

H. Participant Training - All participant training required in conjunction with this agreement will be implemented through Mission-generated and funded PIO/Ps in accordance with policies, allowances, guidance, and reporting requirements stated in USAID Handbook 10, Participant Training.

I. Restrictions on PASA and RSSA Personnel - Except as specifically provided in writing by USAID, PASA and RSSA personnel shall not: officially represent USAID at any function; approve policy documents; supervise USAID employees; negotiate, review, or sign contracts on behalf of USAID; certify vouchers; select or recruit USAID employees; or prepare USAID funding or budget documents.

## PASA/RSSA, 2. Contracting Under a PASA/RSSA

### 2. CONTRACTING UNDER A PASA/RSSA

A. This provision applies to contracts, purchase orders, grants, cooperative agreements, Intergovernmental Personnel Act assignments, and the employment of experts and consultants hired under authority of 5 U.S.C. 3109 when these instruments are specifically in support of a PASA/RSSA effort. For the purposes of this provision, the term

"contract" is deemed to include these instruments--with the exception that grants, cooperative agreements, and appointments covered by the Federal Employee Compensation Act are not included in reference to the requirement for Defense Base Act (DBA) insurance. Further, grants and cooperative agreements are not subject to the requirement for USAID approval of personnel compensation in excess of the Senior Executive Service level ES-6.

B. The terms of this provision do not apply to contracts with the DOE affiliated energy agencies, such as PETC and METC, nor to existing relationships with Government-Owned-Contractor-Operated entities, but do apply to subcontracts thereunder with private sector organizations or individuals.

C. Contracting by a PA must be specifically authorized in advance by the USAID agreement officer. Specific contracts must be identified in the PA's Budget submission.

D. The PA will obtain the USAID agreement officer's approval of the subcontract prior to execution. The following documentation will be submitted in support of the request to contract, and is required prior to executing the contract, even if the contract was identified in the PASA/RSSA:

(1) Documentation describing the selection methodology, including any non-competitive justifications necessitated by the FAR. Small and disadvantaged business subcontractors shall be identified.

(2) The contract statement of work, the general provisions and a negotiation memorandum setting forth the cost and price analysis with special consideration to type of contract, indirect cost, personnel compensation, including documentation such as salary history and fee, if any.

E. It is the responsibility of the PA to make the required OMB Circular A-76 determinations and to follow the Federal Acquisition Regulations (or the OMB Circular A-110, as applicable), as implemented by the PA. When USAID authorized contracting is performed under a PA's own contracting authority, such authority must be cited in the contract or purchase order. The PA shall also follow the USAID Acquisition Regulations provisions with respect to

source/origin, nationality and commodity eligibility. (Pertinent AIDAR regulations are obtainable from the USAID agreement officer.) The PA agrees to require the contractor to insert these requirements in any subcontract at any tier.

F. The PA must obtain advance approval from the USAID agreement officer to authorize personal compensation in excess of the Senior Executive Service level ES-6 for other than grants and cooperative agreements. This requirement extends to the personal compensation elements of negotiated fixed-price or lump-sum contracts, when personal compensation elements are specifically identified in the proposal and are specifically discussed when negotiating the contract amount. PA's are expected to established reasonable levels of compensation. Personal compensation paid shall not exceed the highest such compensation received in the past three years, or the daily rate of an ES-6, whichever is lower, without the prior written approval of the USAID agreement officer. Requests for approval of compensation levels shall be accompanied by Form AID 1420-17, "Employee Biographical Data Sheet", which is obtainable from the agreement officer.

G. All contracts issued specifically in support of the PASA/RSSA effort shall include a requirement that lower-tier subcontracting and consultant services require the prior approval of the USAID agreement officer.

H. The Defense Base Act requires employees working overseas under contracts to be provided with worker's compensation insurance. This requirement applies to all contracts (other than grants, cooperative agreements, and appointments covered by the Federal Employees Compensation Act) that involve overseas performance which are awarded by PA's under PASA's or RSSA's. The PA will include the following language in all such contracts:

(1) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(2) If USAID or the Contractor has secured a waiver of DBA coverage for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employees native country, whichever offers greater benefit. The list of countries for which USAID has secured waiver of DBA coverage is shown in AIDAR 728.305-70(a)(2) (48 CFR 728.305-70(a)(2)).

(3) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a provision similar to this standard provision including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract."

I. The PA will be responsible for the approval and reporting requirements of contracted advisory and assistance services that are subject to OMB Circular A-120.

Alternate 1: For PASA/RSSAs with OIH/DHHS, use the following in lieu of Paragraph B.:

B. The terms of this standard provision do not apply to agreements with PHS-related federal health agencies, but do apply to contracts thereunder with private sector organizations.

Alternate 2: For PASA/RSSAs with OICD/USDA, use the following in lieu of Paragraph B.:

B. The terms of this standard provision do not apply to pre-existing agreements with land-grant universities provided the agreement utilizes the university in the capacity covered by the pre-existing agreement. For example, if the pre-existing agreement is a cooperative agreement with the university to support the Extension Service, and if the agreement is to utilize the capacity of the Extension Service, the terms of this standard provision would not apply. If however, another department of the university is being accessed, the provision would apply. USDA will submit to the USAID agreement officer a copy of the pre-existing agreement when a land-grant agreement is considered exempt from this provision.

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## PASARSSA.2

### PASA/RSSA Standard Provision

#### 3. Reports

#### PASA/RSSA, 3. Reports

### 3. REPORTS

A. Unless otherwise provided in the schedule of this agreement, the PA

shall prepare:

(1) Semi-annual reports, within 45 days following the end of the period being covered, which shall include the following:

(a) Substantive reports--covering the status of the work under the agreement, indicating progress made with respect thereto, setting forth plans for the ensuing period, including recommendations covering the current needs in the fields of activity that are covered under the terms of this agreement--to be submitted as follows:

1. Agreement officer--3 copies
2. Project office--4 copies
3. PPC/CDIE/DI--2 copies (See Paragraph C.)

(b) An administrative report--covering expenditures, foreign country national trainees, and personnel employed under the agreement, including the USAID-funded, full-time employees stationed in the United States--to be submitted as follows:

1. Agreement officer--3 copies
2. Project office--4 copies

(2) Quarterly reports within 15 days after the end of the quarter, which shall include the following:

(a) The number of both assigned and temporary duty personnel who have been assigned to USAID during that quarter, including those who started and completed an assignment during the quarter, those who began before the quarter and terminated during the quarter, and those who will continue beyond the end of the quarter.

(b) Billing notices (see Provision No. 5.)

(3) Other reports, within 15 days after generation, which shall include the following:

(a) one copy of all personnel actions involving FC personnel appointments, transfers, promotions, and terminations during the period of USAID funding to be sent to the agreement officer--1 copy

(b) One copy of time and attendance records--which are the responsibility of the employee serving overseas to forward to the appropriate PA

for record keeping and processing salary checks--when required by the project officer.

B. Unless otherwise provided in the schedule of this agreement, within 60 days of the conclusion of the work hereunder, the PA shall prepare a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation--to be submitted as follows:

1. Agreement officer--3 copies
2. Project office--4 copies
3. PPC/CDIE/DI--2 copies

C. When PPC/CDIE/DI is indicated in the distribution of reports, the reports should be submitted to it at the following address:

PPC/CDIE/DI, ACQUISITIONS  
Agency for International Development  
Room 209, SA-18  
Washington, D.C. 20523-1802.

D. The title page of all reports submitted pursuant to this standard provision shall include a descriptive title, the author's name(s), agreement number, project number and title, PA's name, name of the USAID project office, and the publication or issuance date of the report.

E. When preparing reports, the PA shall refrain from using elaborate art work, multicolor printing and expensive paper/binding, unless it is specifically authorized to do so in the schedule of this agreement. Wherever possible, pages should be printed on both sides using single spaced type.

F. The metric system of measurements shall be used for specifications that are contained in reports unless USAID determines in writing that such use is impractical or is likely to cause significant inefficiencies or the loss of markets to U.S. firms.

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PASARSSA.3

PASA/RSSA Standard Provision  
4. USAID Facilities

## PASA/RSSA, 4. USAID Facilities

### 4. USAID FACILITIES

The use of USAID facilities (office space, equipment, vehicles, etc) and USAID clerical/technical personnel hereunder must be specifically authorized in this PASA.

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## PASARSSA.4

### PASA/RSSA Standard Provision

#### 5. Billing Procedures

### PASA/RSSA, 5. Billing Procedures

### 5. BILLING PROCEDURES

A. The PA will use one of various procedures specified below to submit monthly or quarterly billings to:

(The agreement officer will insert the name and address of designated USAID paying office. When the paying office is USAID/W, the Agency Location Code, 72-00-0001, will also be inserted.)

B. If the paying office specified in the agreement is USAID/Washington, the On-line Payment and Collection (OPAC) system is USAID's preferred method of being billed. However, the PA may also bill USAID/Washington using the Simplified Intra-governmental Billing and Collection (SIBAC) system (if authorized by the Department of the Treasury) or using Standard Forms 1080 or 1081.

C. If an USAID overseas mission is designated as the paying office, the PA must use Standard Forms 1080 or 1081 procedures because the missions can not process OPAC or SIBAC billings.

D. A Financial Status Report will be submitted to the paying office with each billing to itemize expenditures to the level of detail specified in the PASA Budget Plan (Appendix B) or the RSSA Budget Agreement (Appendix A). The Financial Status Report will substantially follow the format in Attachment A of this Appendix.



E. Amounts determined to be unallowable under the agreement will not be reimbursed or will be charged-back to the PA if payment was made prior to such a determination.

F. Additional details of PA-specific billing procedures may be included in a supplemental memorandum of understanding between the two agencies, which is attached or referenced in the schedule if applicable.

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## PASARSSA.5

### PASA/RSSA Standard Provision

#### 6. Disposition of Records and Property When an USAID-Funded Activity Terminates PASA/RSSA, 6. Dispos. of Records & Prop. When an USAID-Funded Act. Ends

#### 6. DISPOSITION OF RECORDS AND PROPERTY WHEN AN USAID-FUNDED ACTIVITY TERMINATES

##### A. Records (Other Than Property)

Responsibility for maintenance of records and their final disposition rests with the PA. Upon written request, a Mission will arrange for destruction of records without any screening of their contents or significance.

##### B. Property

###### (1) Overseas

All USAID-funded commodities unexpended and on hand on termination of a PASA project procured by and under the control of the PASA technicians are to be turned over to the cooperating country and/or the USAID Mission, as determined by USAID.

###### (2) Domestic

When there is no longer an USAID need for equipment or termination of USAID support, the PA, as mutually agreed with USAID, will:

- credit USAID the depreciated value of the commodities, or
- return the items to USAID, or

-- otherwise dispose of them.

C. Disposition of Property Records

The PA will see that itemized property records will be maintained on all nonexpendable items costing more than \$50 each. The records will include, at a minimum, the description, date acquired, from whom, cost, and present location.

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PASARSSA.6

PASA/RSSA Standard Provision

7. PASA (FC) Employees' Privileges and Immunities

PASA/RSSA, 7. PASA (FC) Employees' Privileges and Immunities

7. PASA (FC) EMPLOYEES' PRIVILEGES AND IMMUNITIES

A. Overseas Employees

All PA direct-hire employees stationed overseas and funded under PASA's and are entitled to the same privileges and immunities as an equivalent USAID direct-hire employee at the same post.

Note: This does not mean that the PASA technician is necessarily entitled to obtain support from the same source as USAID direct-hire staff. For example, in some instances, housing may be provided by a country institution for a PASA employee and by the Mission or Embassy for a direct-hire person. However, the quality of the PASA employee's housing and facilities are to be equivalent with that provided a direct-hire employee at the same grade.

B. APO, Commissary, PX and Club Privileges

PASA employees under USAID agreements will receive the same APO, Commissary, PX, and club privileges as USAID direct-hire employees when allowed by the regulations of the organization to which the facility is attached. PASA employees and their dependents are entitled to the same health benefits as USAID direct-hire employees.

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## PASARSSA.7

PASA/RSSA Standard Provision  
8. Standards of Conduct  
PASA/RSSA, 8. Standards of Conduct

### 8. STANDARDS OF CONDUCT

PASA personnel and their dependents are required to maintain high standards of personal conduct expected of U.S. Government officials representing the United States overseas. Failure to do so can lead to disciplinary action.

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## PASARSSA.8

PASA/RSSA Standard Provision  
9. Termination of Service Before Scheduled Date  
PASA/RSSA, 9. Termination of Service Before Scheduled Date

### 9. TERMINATION OF SERVICE BEFORE SCHEDULED DATE

When a program is curtailed or terminated, USAID determines which categories of employees (USAID direct-hire, PASA, or contract) are to be retained. If a PASA employee's appointment is to be terminated, the PA will be given adequate advance notice of termination plans.

Note: There is no reduction-in-force competition between  
USAID direct-hire and PASA staff.

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## PASARSSA.9

PASA/RSSA Standard Provision  
10. Removal of PA Employees From USAID Funding

## PASA/RSSA, 10. Removal of PA Employees From USAID Funding

### 10. REMOVAL OF PA EMPLOYEES FROM USAID FUNDING

An assigned employee, on completion of his/her assignment, where he/she is not entitled to home leave, shall cease having his/her salary and benefits attributable to USAID under a Foreign Service Assignment not later than the next regular pay period ending after the employee's return to the United States. Exceptions may be made to this rule with the concurrence of the agreement officer.

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### PASARSSA.10

#### PASA/RSSA Standard Provision

#### 11. Communications Products

#### PASA/RSSA, 11. Communications Products

### 11. COMMUNICATIONS PRODUCTS

A. Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.

B. Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the USAID agreement officer. A copy of the standards for USAID-financed publications and video productions is available from the USAID agreement officer.

C. Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless they are specifically identified and authorized in the agreement schedule or in writing by the USAID agreement officer:

(1) All communications materials funded by operating expense account funds.

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a

publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use).